Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

WHITE AND OTHERS v. VALLEY BUILDING & INVESTMENT CO. AND OTHERS.—Decided at Wytheville, July 7, 1898.—*Harrison*, J. Absent, *Cardwell*, J:

1. APPEALS—*Amount in controversy.* Where several parties unite in an appeal, and it appears that there is no joint interest or community of interest among them; that their respective claims each had for its foundation an independent contract which each had the right to enforce without regard to the other, and the interest of no one of them amounts to as much as $500, the appeal will be dismissed as improvidently awarded.

FRANCIS v. KLINE AND ANOTHER.—Decided at Wytheville, July 7, 1898—*Cardwell*, J:

1. TRUST AND TRUSTEES—*Implied and resulting trusts—Parol evidence to establish trust—Case in judgment.* The evidence in this case shows that the land of the appellant, the title to which was vested in her husband as trustee for her sole and separate use, was conveyed to the appellee, W. G. Cline, and though no trust was declared in the deed it was understood between the parties that he was to hold it for her benefit. The trust, whether implied or resulting, may be established by parol, and has been so established in this cause. And, though the land was exchanged for other lands, the land received in exchange is still in the hands of the appellee and will be impressed with the same trusts as the original tract. Courts of equity follow property impressed with a trust into whatsoever guilty hand it may go.

2. PRINCIPAL AND AGENT—*Voidable acts of agent—Ratification by principal—Full disclosures by agent.* Loyalty to his trust is the most important duty which an agent owes to his principal. The dealings of an agent with his principal are closely scrutinized, and the voidable acts of the agent will not be deemed to have been confirmed by the principal except after the fullest disclosure by the agent. Confirmation must be a solemn and deliberate act of the principal after full disclosure by the agent. If the principal's right to impeach a transaction be concealed from him, or a free disclosure be not made to him of every circumstance which it is material for him to know, or if confirmation takes place under pressure or constraint, or by the exercise of undue influence, or under the delusion that the original transaction is binding on him, or if it be merely a continuation of the original transaction, the confirmation amounts to nothing.

3. *Fraud in procurement of judgment or decree—Case in judgment.* If it be alleged and proved that a judgment or decree was procured by fraud, it ceases to protect the wrong-doer, or to obstruct the injured party in the assertion of his rights. In the case in judgment the agreement to dismiss the original suit instituted by the appellant was procured by the fraud of the appellees, and hence the order of dismissal is without effect.

MATNEY v. M. S. & H. A. RATLIFF, ADM'RS.—Decided at Wytheville, July 7, 1898.—*Buchanan*, J:

1. SPECIFIC PERFORMANCE—*Doubtful title.* A court of equity will not decree the specific performance of a contract for the sale of real estate at the instance of

the vendor, if there be any reasonable doubt as to his ability to make such title as he contracted to make.

2. GRANT FROM COMMONWEALTH—*Failure to enter land on books of commissioner—Forfeiture—Subsequent grant by Commonwealth.* The failure of the grantee of the Commonwealth to have the lands granted to him entered on the books of the commissioner of the revenue for the purposes of taxation, and to pay taxes thereon, operates as a complete forfeiture of the lands to the Commonwealth, and no judgment or decree, inquest of office, or other matter of record is necessary to consummate and perfect the forfeiture; and where lands have been thus forfeited, the original grant constitutes no cloud on the title of a subsequent grantee of the Commonwealth.

3. CHANCERY PLEADING—*Demurrer.* A statement in the answer of a defendant that he reserves "unto himself all just exceptions to the many deficiencies by a demurrer to a bill" is not a demurrer to the bill.

4. SPECIFIC PERFORMANCE—*Bill by administrators—Parties—Demurrer—Answer on merits—Objections for first time in appellate court.* A bill filed by administrators for the purpose of enforcing a contract made by them for the sale of their decedent's land which fails to allege their authority to sell the land, and to which the heirs of the owner are not made parties, is bad on demurrer. But if the purchaser makes no objection to these defects, and answers, setting up a defence on the merits, he cannot make the objection for the first time in this court, especially when it appears from a deed filed as an escrow with the bill, that the heirs authorized the sale, were parties to the contract of sale, and have made a deed to the purchaser with covenants of general warranty to be delivered to him when all the purchase money is paid.

ANDERSONS v. THE CRESTON LAND CO.—Decided at Wytheville, July 7, 1898.—*Keith*, P. Absent, *Cardwell*, J:

1. PRINCIPAL AND AGENT—*Acts of unauthorized agent—Affirmance—Case in judgment.* A principal may affirm or repudiate the act of an unauthorized agent, upon receiving notice of it. Having once deliberately affirmed it, after proper information, he is bound by the contract made for him. In the case in judgment the evidence shows that appellants, with sufficient knowledge of the circumstances attending the transaction, affirmed the act of their unauthorized agents.

2. RESCISSION—*False representations—Opinions—Facts.* Assurances by agents of a land company that the company will lay out and grade certain streets, and will construct water works, are expressions of opinion and not statements of fact, and the failure of the company to make good the assurances does not constitute a ground for the rescission of a contract induced thereby.

3. COVENANT AGAINST ENCUMBRANCES—*Prior deed of trust—Provisions for release.* A covenant to convey title free of encumbrances is not broken by the existence of a deed of trust on the land conveyed, where the purchase money has not been paid to the vendor, and the deed of trust provides that the lien thereof shall be released upon receipt of the purchase money for any portion of the land sold.